

REMARKS

I. Claim Amendments

Claims 1-24 are currently pending. With this response, claims 1 and 2 are amended.

Amendments to claim 1 are supported by the originally filed application, *inter alia*, at paragraphs [0006] to [0008] and [0016].

Amendments to claim 2 are supported by the originally filed application, *inter alia*, at paragraphs [0051], [0071] and [0074].

II. Priority under 35 USC 119(a)

On page 2 of the Action, the Examiner requests reference to the priority application be added to the specification of this application or in an application data sheet if applicant intends to rely on the filing date of the prior application under 35 USC 119(e), 120, 121 or 365 (c). The Applicant filed the present application under 35 USC 119 (a) claiming priority to a foreign application. Thus, the requirement under 35 USC 119(e), 120, 212 or 365(c) is not applicable to this application (see MPEP 201.13).

III. Drawings

The drawings are objected to for failing to comply with 37 CFR 1.84(p)(5) because they do not include the reference sign 9 from page 5. The Applicant submits that this application does not contain a reference sign 9, and thus does not need to be included in the drawings.

The drawings are further objected to because reference characters "21" and "22" are both used to designate "boxes". The Applicant submits that as explained in paragraph [0026], "*If the subscriber has previously used the service, they can log into the server by using boxes 21 and 22, where they can enter a unique username and password respectively.*" Accordingly, these two different numbers actually refer to a box for a username "21" and box for a password "22", as shown in Figure 2.

The Examiner objects to “23” and “26” for being used to designate a type of insurance policy. As shown in Figure 2, the type of insurance policy can be “single or family” (“26”) and regional dependent “including the US, Canada and Japan” or “excluding US, Canada and Japan” (“23”). These options thus require different reference numbers of types of policies to choose.

Reference characters “24” and “25” are objected to for both referring to a “term”. As shown in Figure 2, “24” refers to a start date of the term and “25” refers to the duration of the term.

Reference characters “28”, “51”, “52”, “53”, “34”, “36”, “44”, “46”, and “43” are objected to for all referring to “web pages”. As described in the specification when each reference character is introduced, each reference character refers to a different type of web page, as follows.

“28” is an option page after the username and password have been entered and accepted.

“51” is a webpage for claims with respect to overseas medical expenses

“52” is a webpage for travel cancellations

“53” is a webpage for claims to loss of personal belongings

“34” is a webpage shows type of insurance policy the subscriber has chosen.

“36” is a webpage discussing legal terms.

“44” is a webpage that a subscriber or potential subscriber is referred to when the entered username and password is the same of an existing subscriber.

“46” is a webpage providing details of a chosen insurance policy.

“43” is a webpage for method of payment.

IV. 35 USC 102(e). White et al.

Claims 1-3, 6, 14-15 and 18 are rejected under 35 USC 102(e) as being taught by White et al. (US Pub. No. 2002/0091550). With respect to independent claims 1 and 14, the Examiner on page 5 of the Action, asserts that Figure 3 and 4 of White et al anticipate the claimed invention. The Applicant respectfully traverses this rejection as follows.

Claim 1 as amended herein, in part, recites:

"...allowing the subscriber to access the computing system through a network after the insurance product has been issued to the subscriber to vary the information, wherein on the variation being authorized, at least one term of the issued insurance product is varied."

Claim 14 as originally filed, in part, recites:

"...the server system allows the subscriber to vary at least one term of the issued insurance product."

Figure 3 of White et al shows a depiction of a "typical environment" for a person obtaining a real time rating, underwriting and issued insurance policy through the internet. Figure 4 shows a flow chart of the disclosed method of White et al wherein the last four steps are: "Present Offer to Applicant 440"; "Receive Acceptance From Applicant 450"; "Generate Policy 460" and "Delivery Policy to Applicant 470". Thus White et al provide a method for obtaining an insurance policy as described on pages 10-16. However, White et al do not disclose a method for varying the issued insurance product as recited in both claims 1 and 14. Accordingly, claims 1 and 14 are not anticipated by White et al. Should the Examiner disagree, Applicant respectfully request the Examiner to clearly and specifically point out where White disclose this feature in accordance with 37 C.F.R. 1.104(c)2.

At least by virtue of their dependency on claims 1 and 14, claims 2-3, 6, 14-15 and 18 are also not anticipated by White et al. The Applicant respectfully requests withdrawal of the rejection of these claims under 35 USC 102(e).

V. 35 USC 103(a)

A. White et al in view of Kleinberg (US Publication No. 2001/0037265).

Claims 4-5, 10, 16-17 and 21 are rejected under 35 USC 103(a) as being unpatentable over White et al in view of Kleinberg. The Applicant respectfully traverses this rejection as follows.

As discussed above, White et al do not teach or suggest a method for varying the issued insurance product as recited in both claims 1 and 14.

Kleinberg teaches applying the information obtained from the subscriber to locate a value in one of a table and a multi-dimensional array of data, the value being the purchase cost of the insurance product (Kleinberg: paragraphs [0039]-[0040], Figure 3).

Kleinberg does not teach or suggest a method for varying the issued insurance product, hence the combination of White et al with Kleinberg would not provide this recited feature. Thus, claims 1 and 14 are patentable over White et al in view of Kleinberg. Accordingly, claims 4-5, 10, 16-17 and 21, which depend from either claim 1 or claim 14 are also patentable over White et al., in view of Kleinberg. The Applicant respectfully requests withdrawal of the rejection of these claims under 35 USC 103(a).

B. White et al in view of Provost et al. (US 6,341,265).

Claims 7-9 and 19-20 are rejected under 35 USC 103(a) as being unpatentable over White et al in view of Provost et al. The Applicant respectfully disagrees as follows.

As discussed above, White et al do not teach or suggest a method for varying the issued insurance product as recited in both claims 1 and 14.

Provost et al teach obtaining claim information relating to a claim for compensation made by the subscriber, the claim information being applied to determine whether the subscriber is entitled to receive compensation for the claim (Provost: Figures 3 and 4B).

Provost et al do not teach or suggest a method for varying the issued insurance product, and hence, the combination of White et al with Provost would not provide this recited feature. Thus, claims 1 and 14 are patentable over White et al in view of Provost et al. Accordingly, claims 7-9 and 19-20, which depend from either claim 1 or claim 14 are also patentable over White et al., in

view of Provost et al. The Applicant respectfully requests withdrawal of the rejection of these claims under 35 USC 103(a).

C. White et al. in view of Mori (U.S. 6,070,148).

Claims 11-13 and 22-24 are rejected as being unpatentable over White et al in view of Mori et al. The Applicant respectfully disagrees as follows.

As discussed above, White et al do not teach or suggest a method for varying the issued insurance product as recited in both claims 1 and 14.

Mori discloses "*Predetermined commodity information is provided to a user in accordance with a request by the user of the IC card when the log information stored in the IC card satisfies a predetermined condition*" (Mori: abstract).

Mori does not teach or suggest a method for varying the issued insurance product as recited in claims 1 and 14, hence the combination of White et al with Mori would not provide this recited feature. Thus, claims 1 and 14 are patentable over White et al in view of Mori. Accordingly, claims 11-13 and 22-24, which depend from claims 1 and 14, respectively, are patentable over White et al in view of Mori. The Applicant respectfully requests withdrawal of the rejection of these claims under 35 USC 103(a).

VI. Conclusion

The Applicant respectfully contends that all conditions of patentability are met in the pending claims as amended. All amendments herein are made without prejudice. All claim amendments to date have been made for clarification and not for patentability. The Examiner is respectfully requested to pass the application to issue.

* * *

The Commissioner is authorized to charge any additional fees that may be required or credit overpayment to deposit account no. 12-0415. In particular, if this response is not timely filed, the Commissioner is authorized to treat this response as including a petition to extend the time period pursuant to 37 CFR §1.136(a) requesting an extension of time of the number of months necessary to make this response timely filed, and the petition fee due in connection therewith may be charged to deposit account no. 12-0415.

I hereby certify that this paper (and any enclosure referred to in this paper) is being transmitted electronically to the United States Patent and Trademark Office on

December 21, 2007

(Date of Transmission)

Stacey Dawson

(Name of Person Transmitting)

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December 21, 2007

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Enclosure: Petition for 1-month extension